

# **FACT SHEET EVICTION MORATORIUM FOR RESIDENTIAL TENANCIES**

**Updated on August 26, 2020**

## **Who does the eviction moratorium apply to?**

The eviction moratorium of the Emergency Order applies to all residential and commercial rentals in the City of Glendale, including apartments, duplexes, condominiums and single-family dwellings.

## **Does the moratorium apply to all evictions?**

The current moratorium applies to residential evictions stemming from failure to pay rent when the tenant is unable to pay the rent as a result of loss of income related to the COVID -19. Please note that the California Judicial Council has expanded that restriction to state that no complaint for unlawful detainer may be filed, unless it is necessary to protect public health and safety.

## **Does this mean tenants do not have to pay their rent?**

Tenants are still obligated to pay lawfully charged rent. However, during the emergency period, tenants may not be evicted for failure to pay rent due to the financial impacts related to COVID-19. Tenants will have up to 12 months following the expiration of the local emergency to repay any back rent due. Tenants are required to pay at least 25% of back due rent at the end of each three (3) month period of the twelve-month repayment period, unless the landlord and tenant agree to different repayment terms. If the tenant moves out during the repayment period, the entire payment will become due immediately.

## **How long is the eviction moratorium in effect?**

For residential tenants, the eviction moratorium is in effect from March 24, 2020, until the expiration of the Emergency order issued by the City Council, currently on September 30, 2020.

For commercial tenants, the eviction moratorium expired effective June 30, 2020.

## **What should I do if I cannot pay the rent?**

For residential tenants, effective August 1, 2020, a written notice of a tenant's inability to pay rent must be provided to the landlord in writing on or before the date the rent is due, along with verifiable documentation establishing the tenant's inability to pay due to COVID-19. Such documentation may include termination notices, payroll checks, pay stubs, bank statements, medical bills, child care bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances to support the tenant's assertion of an inability to pay due to COVID-19.

**Can a Landlord charge late fees?**

A landlord may not charge or collect late charges, fees, or interest on unpaid rent, or engage in any harassing behavior in an attempt to collect deferred rent, when payment of rent is delayed during the period of this emergency.

**What should I do if I receive a notice of an Unlawful Detainer?**

It is important to seek legal assistance in responding to any eviction or “Unlawful Detainer” action filed by the landlord. If a tenant is served with Court papers or an Unlawful Detainer action, he/she should immediately seek legal counsel and assistance in responding to the Unlawful Detainer.

***Do not ignore a notice from the Court or Unlawful Detainer notification!***

Tenants do not have to leave their units unless they are served with a Sheriff’s Order, which happens after the case is heard in Court.

**What happens after the emergency moratorium is over?**

Tenants have up to 12 months following the expiration of the eviction moratorium order to repay any back rent due. The tenant **and** landlord may mutually work out a payment schedule or arrangements for repayment of the rent. If no agreement is reached, tenants are required to pay at least 25% of back due rent at the end of each three (3) month period of the twelve-month repayment period. If the tenant moves out during the repayment period, the entire payment will become due immediately.

**What type of documents must I give my landlord to demonstrate my inability to pay rent?**

Documentation may include termination notices, payroll checks, pay stubs, bank statements, medical bills, child care bills, or signed letters or statements from an employer or supervisor explaining the tenant’s changed financial circumstances to support the tenant’s assertion of an inability to pay due to COVID-19.